

Terms

YarakuZen Terms of Use

This translation is an abridged version of the original Japanese version and is provided for your convenience. In the event of any discrepancy between the translation and the original Japanese version, the original Japanese version shall prevail.

Thank you for using YarakuZen. By using YarakuZen, you are agreeing to the YarakuZen Terms of Use (“Terms of Use”).

1. Definitions

The words and expressions used in the Terms of Use are defined below.

- (1) YarakuZen is referred to as the “Service”, which is offered to individual customers through the Personal Plan or the Premium Plan and to corporate and other organizational customers through the Company Plan.
- (2) An “Organizational Subscriber” is a legal person, such as a corporation or other type of organization, which has entered into an agreement to use the Service through the Company Plan (including free trials).
- (3) A “Registered User” is a natural person who has set up an account to use the Service. (Natural persons who are affiliated with an Organizational Subscriber (e.g., employees) and have signed up to use the Service based on the Organizational Subscriber’s Company Plan are included in this definition of Registered Users.)
- (4) The “Company” refers to Yaraku, Inc. (Yaraku, Inc.), which operates the Service.
- (5) The “Websites” (or “Website”) refer to the websites that are operated and managed by the Company and are found at the following addresses: <https://www.yarakuzen.com/> and <https://app.yarakuzen.com/>.
- (6) "Source text": Source text before translation.
- (7) The words, sentences, etc. that are provided by the Service as the output of a translation are referred to as a “Translation result.”
- (8) A Registered User’s act of making any changes to a translated text is referred to as “Revision.”
- (9) The words, sentences, etc. that are produced as a result of a Revision are referred to as a “Revision result.”

2. Applicability

1. The Terms of Use have been set forth to guide how the Service should be provided and to define the rights and obligations of a Registered User or an Organizational Subscriber and the Company in the context of using the Service. To this end, the Terms of Use apply to all matters pertaining to a Registered User or an Organizational Subscriber and the Company in the context of Service usage.
2. Any rules posted on the Websites by the Company concerning the usage of the Service shall constitute a portion of the Terms of Use.
3. In the event of any conflict in content between the Terms of Use and material made available elsewhere, such as rules posted on the Websites as described in the preceding paragraph (e.g., a description of the Service), the provisions of the Terms of Use shall prevail.

3. Setting up an account

1. If you would like to sign up for the Personal Plan or the Premium Plan, you must accurately fill out the necessary information in the application form available at the Website and set up an account. Upon completion of setting up the account, you, as a Registered User, enter into an agreement to use the Service (“Agreement”) with the Company.
2. If you would like to sign up for the Company Plan, you must submit the application form with the necessary information accurately filled out. An agreement to use the Service (“Agreement”) will be concluded by the Company and the Organizational Subscriber upon acceptance of the application form by the Company. In terms of setting up accounts, an account will be set up individually for each natural person intending to use the Service based on the Company Plan.
3. An email address used by a group (including mailing lists) cannot be used when providing an email address to set up an account.
4. Your status as a Registered User or an Organizational Subscriber remains effective until your account is deleted or the Organizational Subscriber unsubscribes from the Service in accordance with Section 14 or until the Service is entirely terminated in accordance with Section 15.
5. In the event of a change in account information, the Registered User or Organizational Subscriber shall notify the Company of the change without delay according to the prescribed procedure.

4. Passwords

1. A Registered User is responsible for managing and safeguarding their password for the Service and may not lend, give, or allow use of the password to a third party.
2. The Company shall not assume any responsibility for a loss or damage incurred by a Registered User or an Organizational Subscriber as a result of insufficient management or inappropriate use of the password. In addition, a Registered User or an Organizational Subscriber shall pay compensation for any loss or damage that is incurred by the Company as a result of password misuse.

5. Fees and payment methods

1. If you are a Registered User enrolled in one of the subscription plans for individual users or if you are an Organizational Subscriber, you are hereinafter referred to as a “Payer” and are responsible for paying a Service usage fee, of the amount agreed upon by you and the Company, according to the payment method agreed upon by you and the Company.
2. The Service usage fee and payment method are defined for each subscription plan in a separate document. However, if the Payer has agreed on a different payment amount or method with the Company for a free trial or some other reason, that agreement shall take precedence over the fee and payment method defined in the separate document.

6. Premium Plan

1. If a Registered User enrolled in the Personal Plan (referred to as simply “Registered User” in this section) switches to the Premium Plan, the Premium Plan rate shall start to apply on the same day.
2. In the case described in the preceding paragraph, the Agreement shall be effective from the day the Registered User switches to the Premium Plan through the end date of the Agreement. If the Registered User does not cancel their Premium Plan subscription by the end date of the Agreement, the Agreement shall be renewed automatically based on the Premium Plan. The Agreement shall thereafter be renewed in the same way. A renewed Agreement shall be valid for the same period of time as the original Agreement.
3. A Registered User may cancel their Premium Plan subscription at any time, but any fees that have already been paid will not be refunded.
4. Enrollment in the Premium Plan will remain effective unless it is canceled by a Registered User or Service usage is discontinued in accordance with the Terms of Use. However, if a Registered User does not pay the Premium Plan fee by the prescribed date, the Company reserves the right to suspend the Registered User’s account or switch the Registered User’s subscription plan to the Personal Plan.

5. While changes in the Premium Plan fee are possible, a Registered User will receive advance notice of such changes at their email address on file.

7. Company Plan

1. The term of an Agreement based on the Company Plan shall be no less than one year from the start date of Service usage as indicated by the Organizational Subscriber on the application form.
2. If there is no communication of intent to cancel the Agreement by the Organizational Subscriber or the Company at least 30 days before the end date of the Agreement, the Agreement shall be automatically renewed based on the rates in effect at the time. The Agreement shall thereafter be renewed in the same way. A renewed Agreement shall be valid for the same period of time as the original Agreement.
3. The number of users who are eligible to use the Service under an Agreement based on the Company Plan ("Number of Eligible Users") shall be the same as the number of users indicated on the application form. The Number of Eligible Users is the maximum number of people who are entitled to use the Service under that Agreement.
4. When a natural person who has been using the Service as a Registered User through the Company Plan no longer needs to use the Service, the Organizational Subscriber may assign the Registered User status to another natural person by following the prescribed procedure.
5. When the number of persons using the Service exceeds the Number of Eligible Users, the Organizational Subscriber shall promptly accommodate the Company's request to either apply for an increase in the Number of Eligible Users or pay for the extra usage to account for the persons exceeding the Number of Eligible Users.

8. Marketplace

1. The Marketplace feature is a paid service for correcting part of or the full text of the translation results by a translation company with which we have concluded an outsourcing contract that includes the handling of confidential information
2. "Confidential Information" as used herein includes user input, uploaded translation-related text, and the contents of files and translated text.
3. The translation content entered by the User into the application is sent to the contracted translation company.
4. The Marketplace feature can only be used by Registered Users of a Company Plan.

9. Restrictions

1. Unless otherwise specified, a Registered User may not allow a third party to use the Service.
2. Unless otherwise specified, a Registered User may not share their password with a third party.

10. Prohibited Items

A Registered User shall not perform the next act using this service.

- (1) Using the service to conduct criminal acts or to provide information that is contrary to public order and morals: obscene, for purposes of gambling, violent, or cruel, etc.
- (2) Using the service to violate the copyright, trademark rights, or other rights belonging to other person(s).
- (3) Using the service to infringe on the assets or privacy, etc. of another individual or individuals, or for slandering or defaming the character or credibility of an individual or individuals.
- (4) Using the service to promote discrimination on the basis of sex, ethnicity, race, or other types of discrimination.
- (5) Using the service for counterfeiting, fraud, or fraudulent acts.
- (6) Using the service for services that violate, or could potentially violate, laws and/or ordinances.
- (7) Using the service to hinder the operations of this service or using services that could potentially hinder the business and/or operations of our company.
- (8) Use for translating sentences containing personal information defined in the Personal Information Protection Law.
- (9) Using the service for other purposes that our company deems unsuitable.

11. Suspension, etc. of the Service

Our company may stop or suspend the entirety or a portion of this service without giving prior notice to registered users or contracted corporate bodies, etc. in the event any of the following become applicable. Our company holds no responsibility for damages incurred by registered users, contracted corporate bodies, etc., or third parties that result from stopping or suspending this service based on this article.

- (1) In the event urgent measures are taken to maintain or inspect the facilities used for this service.
- (2) In the event there is an interference to the facilities used for this service.
- (3) In an event where the service cannot be operated due to a force majeure, such as an earthquake or a lightning strike.
- (4) In the event our company deems it necessary to temporarily suspend its service due to reasons concerning to its application, technology, or other reasons.

12. Responsibility for Managing Data, etc.

Our company shall strictly manage the translation correction results, etc. from registered users and all types of registered data with the due care of a prudent manager. In addition, our company shall take appropriate safety measures to prevent illegal accesses and the loss, destruction, alteration, or leakage, etc. of data.

13. Personal Information

Information related to registered users as well as contracted corporate bodies, etc. that has been newly acquired by registering with and/or using this service shall be handled in accordance with the privacy policy of our company.

14. Handling of Ownership Rights/Translation Information

1. All of the intellectual property rights of this service, such as copyrights and know-how, etc., belong to our company.
2. Registered users and contracted corporate bodies, etc. shall not copy, distribute, nor reprint all or a portion of the data that has been previously supplied within this service to a third party and shall not use it for any purpose other than using it themselves.
3. The copyright for translation correction results belongs to the registered users and/or contracted corporate bodies, etc. Registered users and contracted corporate bodies, etc. consent to our company having the non-exclusive usage rights over the translation correction results.
4. Registered users and contracted corporate bodies, etc. agree to not use the moral rights of authors of our company or entities that have been given rights or authorization from our company with regards to translation correction results.
5. Our company will never disclose to or share with third parties translation correction results without permission from the registered users or contracted corporate bodies, etc. to whom the rights belong to.

15. Withdrawing as a Registered User

1. Registered users on the personal plan or the premium plan may withdraw from this service by notifying our company in a method set by our company and may delete their own registered account. The usage contract for this service ends with the deletion of a

registered account.

2. Contracted corporate bodies, etc. may withdraw from this service by notifying our company in a method set by our company and may delete all of their registered accounts. The usage contract for this service ends with the deletion of all of the registered accounts.

3. In the event our company deems that the following is applicable, or there is a chance that the following will become applicable, to a registered user (or users) or a contracted corporate body, etc. for any reason, our company may delete the registered account of the registered user and may cancel the usage contract for this service without giving prior notice or notification to a registered user (or users) or to a contracted corporate body (or bodies) without having to acquire the consent from a registered user (or users) or contracted corporate body, etc.

(1) In the event this agreement has been violated in any way.

(2) In the event it has been confirmed that there is a falsehood in information that has been registered.

(3) In the event payments have stopped being made, procedures for bankruptcy or civil rehabilitation have begun, company reorganization procedures have begun, or a petition to begin special liquidation is given.

(4) In the event a disposition to suspend transactions with a clearing house is received.

(5) In the event a petition for a provisional seizure, temporary measures, civil execution, or a disposition for failure to pay taxes and/or public dues is received.

(6) In the event that our company deems that continuing with the usage contract for this service is unsuitable.

4. Our company holds no responsibility for damages done to a registered user (or users) or contracted corporate body (or bodies), etc. from acts conducted by our company based on this article.

16. Termination of the Service

1. Our company may end the entirety or a portion of the services it provides to registered users and contracted corporate bodies at the convenience of our company.

2. Our company holds no responsibility for damages done to a registered user (or users) or contracted corporate body (or bodies), etc. from acts conducted by our company based on this article.

17. Denial of Disclaimer(s) and/or Guarantee(s)

1. Our company endeavors to the best of its ability to have texts translated accurately but makes no type of guarantee whatsoever for the degree of accuracy of translation correction results.

2. Regarding this service, including in cases where we accept liability in relation to our registered users or corporate subscribers, we shall pay no compensation which exceeds the amount paid to us by the registered user or corporate subscriber concerned within the preceding one year period. Moreover, we shall not compensate any damages, except for common or direct damages.
3. In the case that disputes between our registered users or corporate subscribers and third parties arise as a result of a breach of the prohibited conduct described in Article 9 on the part of the registered user, we shall accept no liability in relation to either the registered user or corporate subscriber or to the third party, and it shall be expected that the registered user or third party take it upon themselves to resolve the dispute.

18. Confidentiality

Registered users and Organizational Subscribers who have learned of the Company's technical, sales, or other business related confidential information related to the Service during the life of this service contract, as well as after the end of the contract, must not leak the information to a third party.

19. Modifications to the Terms of Use

1. The Company reserves the right to modify the Terms of Use when deemed necessary by the Company.
2. When a modification is made, it shall come into effect when it is posted on the Website by the Company.

20. Applicable law and jurisdiction

Japanese law will apply to the Terms of Use and to the Agreement. Any dispute arising out of or relating to the Terms of Use or the Agreement shall be submitted by consent to the exclusive jurisdiction of the Tokyo District Court in the first instance.

21. Initial dispute resolution through consultation

If a dispute, claim, question, or disagreement arises in relation to the Service between a Registered User or an Organizational Subscriber and the Company, the parties shall use their best efforts to resolve the dispute, claim, question, or disagreement directly through good-faith consultation.

Date created: January 15th, 2014

First revision: July 6th, 2015

Second revision: September 30th, 2015

Third revision: November 4th, 2015

Fourth revision: May 7th, 2018

Last update: Dec 12th, 2022